

A. G. Contract No. KR94 3023TRN
ECS File No.: JPA 94-263
Project: P4494 01P
Section: Bicycle Safety

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 13 February, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE
CITY OF CHANDLER, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and authorized
the undersigned to execute this agreement on behalf of the City.

3. The Federal Highway Administration has provided
planning and research (SPR) State administered grant funds for
various safety programs, including, but not limited to, bicycle
safety education and related applications. The State has
evaluated and approved a grant in the amount of \$1,700.00 for
the City.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19491</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/13/95</u>
<u>Gene P. Hull</u> Secretary of State
By <u>Vicky Greenman</u>

II. SCOPE

1. The City will:

a. Invoice the State for grant funds in the amount of \$1,700.00. Be responsible for any program costs over and above the State's grant contribution.

b. Expend grant funds in substantial conformance with the goals and objectives of the grant application provided to the State.

2. The State will:

Within thirty (30) days after receipt and approval of an invoice, pay the City \$1,700.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the program is to convey federal pass through funds for the use and benefit of the City by reason of state law under which funds for the program are authorized to be expended. Should the program not be completed, be partially completed, or be completed at a lower cost than the State's grant contribution, or for any other reason should any of these grant funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. This agreement shall remain in force and effect until completion of said program and payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Chandler
City Manager
25 S. Arizona Place #301
Chandler, AZ 85225

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

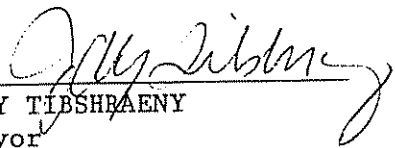
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CHANDLER

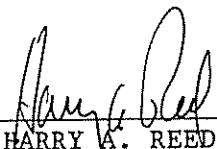
STATE OF ARIZONA

Department of Transportation

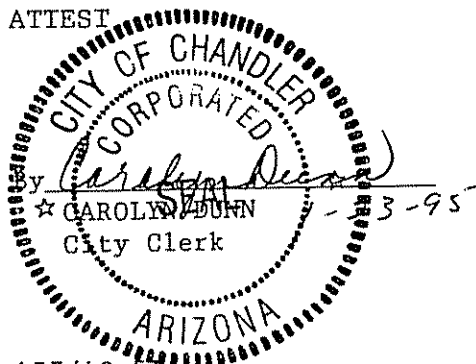
By


JAY TIBSHRAENY
Mayor

By


HARRY A. REED, Director
Transportation Planning
Division

ATTEST



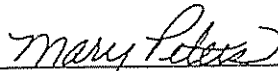
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RESOLUTION

BE IT RESOLVED on this 29th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into agreements with various political subdivisions and bicycle safety groups for the purpose of promoting bicycle safety and/or training.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



LARRY S. BONINE
Director

RESOLUTION NO. 2314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, PERTAINING TO A FEDERAL HIGHWAY ADMINISTRATION GRANT FOR BICYCLE SAFETY ADMINISTERED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION.

WHEREAS, The Arizona Department of Transportation, Highways Division has offered a grant for the promotion of bicycle safety, and

WHEREAS, The City of Chandler, through the Police Department, is committed to continuing bicycle safety education.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. THAT approval to accept the \$1,700.00 grant offered by The Arizona Department of Transportation is granted.

Section 2. THAT Bobby J. Harris, Chief of Police, is appointed agent for the City of Chandler, to conduct all negotiations, execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 12 day of January 1995.

ATTEST:

Carolyn Deane
CITY CLERK

Bill Kelly
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 2314 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 12 day of January 1995, and that a quorum was present thereat.

Carolyn Deane
CITY CLERK

APPROVED AS TO FORM:

Dennis M. O'Neill
CITY ATTORNEY

ATTORNEY APPROVAL

I have reviewed the attached agreement pursuant to A.R.S. 11-952 and declare this agreement to be in proper form and within the powers and authority granted to the City of Chandler, Arizona under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said agreement.

DATED this 19th day of January, 1995.

Dennis M. McNeill



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-3023-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of February, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:gg
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